

## ***BELLSOUTH® / CLEC Agreement***

***Customer Name: SBC Long Distance, LLC dba SBC Long Distance***

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**By and Between**

**BellSouth Telecommunications, Inc.**

**And**

**SBC Long Distance, LLC dba SBC Long Distance**

## AGREEMENT

This Agreement, which shall become effective thirty (30) days following the date of the last signature of both Parties (Effective Date), is entered into by and between SBC Long Distance, LLC dba SBC Long Distance (SBC LD), a Delaware corporation on behalf of itself, and BellSouth Telecommunications, Inc., (BellSouth), a Georgia corporation, having an office at 675 W. Peachtree Street, Atlanta, Georgia, 30375, on behalf of itself and its successors and assigns.

**WHEREAS**, the Telecommunications Act of 1996 (the "Act") was signed into law on February 8, 1996; and

**WHEREAS**, section 252(i) of the Act requires BellSouth to make available any interconnection, service, or network element provided under an agreement approved by the appropriate state regulatory body to any other requesting telecommunications carrier upon the same terms and conditions as those provided in the agreement in its entirety; and

**WHEREAS**, SBC LD has requested that BellSouth make available the interconnection agreement in its entirety executed between BellSouth and GulfPines Communications, LLC (GulfPines) dated May 22, 2005 for the states of Alabama, Florida, Georgia, Kentucky, Louisiana, Mississippi, North Carolina, South Carolina, and Tennessee;

**NOW, THEREFORE**, in consideration of the promises and mutual covenants of this Agreement, SBC LD and BellSouth hereby agree as follows:

1. SBC LD and BellSouth shall adopt in its entirety the GulfPines Interconnection Agreement dated May 22, 2005 and any and all amendments to said agreement executed and approved by the appropriate state regulatory commission as of the date of the execution of this Agreement. The GulfPines Interconnection Agreement and all amendments are attached hereto as Exhibit 1 and incorporated herein by this reference. The adoption of this agreement with amendment(s) consists of the following:

ITEM	NO. PAGES
Adoption Papers	4
Title Page	1
Table of Contents	2
General Terms and Conditions	20
Attachment 1	33
Attachment 2	339
Attachment 3	50
Attachment 4	143
Attachment 5	6
Attachment 6	9
Attachment 7	28
Attachment 8	2

Attachment 9	214
Attachment 10	9
Attachment 11	7
<b>TOTAL</b>	<b>867</b>

2. In the event that SBC LD consists of two (2) or more separate entities as set forth in the preamble to this Agreement, all such entities shall be jointly and severally liable for the obligations of SBC LD under this Agreement.

3. The term of this Agreement shall be from the Effective Date as set forth above and shall expire as set forth in Section 2 of the GulfPines Interconnection Agreement. For the purposes of determining the expiration date of this Agreement pursuant to Section 2 of the GulfPines Interconnection Agreement, the effective date shall be May 22, 2005.

4. SBC LD shall accept and incorporate any amendments to the GulfPines Interconnection Agreement executed as a result of any final judicial, regulatory, or legislative action.

5. Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered in person or given by postage prepaid mail, address to:

**BellSouth Telecommunications, Inc.**

BellSouth Local Contract Manager  
600 North 19<sup>th</sup> Street, 10<sup>th</sup> floor  
Birmingham, Alabama 35203

and

ICS Attorney  
Suite 4300  
675 W. Peachtree St.  
Atlanta, GA 30375

**SBC Long Distance, LLC dba SBC Long Distance**

David G. Hammock  
RVP Carrier/Supplier Mgmt.  
308 S. Akard, Suite 1502  
Dallas, TX 75202

and

Stacey Maris  
Senior Counsel

208 S. Akard, Room 2905  
Dallas, TX 75202

or at such other address as the intended recipient previously shall have designated by written notice to the other Party. Where specifically required, notices shall be by certified or registered mail. Unless otherwise provided in this Agreement, notice by mail shall be effective on the date it is officially recorded as delivered by return receipt or equivalent, and in the absence of such record of delivery, it shall be presumed to have been delivered the fifth day, or next business day after the fifth day, after it was deposited in the mails.

IN WITNESS WHEREOF, the Parties have executed this Agreement through their authorized representatives.

BellSouth Telecommunications, Inc.

By: Kristen E. Shore

Name: Kristen E. Shore

Title: Director

Date: 11/21/05

SBC Long Distance, LLC dba SBC Long Distance

By: David Hammock

Name: David Hammock

Title: RVP Carrier/Supplier Mgmt

Date: 11/18/2005

Adoption Agreement

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